# Received by NSD/FARA Registration Unit 01/08/2016 12:29:35 AM

U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires April 30, 2017

#### Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant		2. Registration No.		
Global Security and Innovative Strategies, LLC		6335		
Name of Foreign Principal     Emil Dimitriev, Secretary General of the VMRO-DPMNE	Principal Address of Foreign Principa     Macedonia 17-a Street 1000 Skopje			
<ul> <li>5. Indicate whether your foreign principal is one of the follow</li> <li>☐ Government of a foreign country <sup>1</sup></li> <li>☑ Foreign political party</li> </ul>				
☐ Foreign or domestic organization: If either, check ☐ Partnership ☐ Corporation ☐ Association ☐	one of the following:  Committee  Voluntary group  Other (specify)	:		
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant				
b) Name and title of official with whom registrant d	loale.			
b) Name and the of orneral with whom registrant o				
7. If the foreign principal is a foreign political party, state: a) Principal address Macedonia 17-a Street 1000 Skopje				
<ul><li>b) Name and title of official with whom registrant of</li><li>c) Principal aim Governance</li></ul>	deals Emil Dimitriev, Secretary General of	the VMRO DPMNE		

Revised 03/14

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(c) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign pr	incipal is not a foreign go	vernment or a foreign po	olitical party:		
	he nature of the business of				•
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15 - 19					
	foreign principal:			٠.	
	d by a foreign government			•	Yes 🗌 No 🗌
Owned by	a foreign government, for	eign political party, or o	ther foreign princi	pal	Yes 🗌 No 🗍
Directed b	y a foreign government, fo	oreign political party, or	other foreign prin	cipal	Yes 🗌 No 🔲
Controlled	by a foreign government,	, foreign political party,	or other foreign pr	incipal	Yes 🗌 No 🔲
Financed l	y a foreign government, f	oreign political party, or	other foreign prin	cipal	Yes □ No □
Subsidized	in part by a foreign gover	nment, foreign political	party, or other for	eign principal	Yes □ No □
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9. Explain fully all	items answered "Yes" in I	item 8(b). (If additional	space is needed, o	a full insert page must l	be used.)
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	incipal is an organization		trolled by a foreign	n government, foreign p	colitical party or other
foreign principa	il, state who owns and con	trols it.		•	
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	•	EXECUT	ION		•
information set f	ith 28 U.S.C. § 1746, the u orth in this Exhibit A to th	e registration statement	and that he/she is	familiar with the conter	has read the nts thereof and that such
contents are in th	eir entirety true and accur	ate to the best of his/her	knowledge and be	шет.	
•	4.5			_	
Date of Exhibit A	Name and Title		Signat	pre	7
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	L	<del></del>			

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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

#### Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

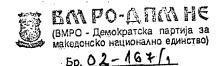
Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant		2. Registration No.
Gl	obal Security and Innovative Strategies , LLC	6335
3. N	ame of Foreign Principal	
En	nil Dimitriev, Secretary General of the VMRO-DPMNE	Macedonia
	Check	Appropriate Box:
4. 🗵	The agreement between the registrant and the above-checked, attach a copy of the contract to this exhibit.	named foreign principal is a formal written contract. If this box is
5. 🗆	foreign principal has resulted from an exchange of co	trant and the foreign principal. The agreement with the above-named prespondence. If this box is checked, attach a copy of all pertinent sal which has been adopted by reference in such correspondence.
6. □	contract nor an exchange of correspondence between	nt and the foreign principal is the result of neither a formal written the parties. If this box is checked, give a complete description below of lerstanding, its duration, the fees and expenses, if any, to be received.
7. De	escribe fully the nature and method of performance of the	he above indicated agreement or understanding.
C	onsulting services through a Retainer Agreement.	

# Received by NSD/FARA Registration Unit 01/14/2016 1:06:45 AM

8. Desc	cribe fully the	activities the regist	rant engages in o	or proposes to en	gage in on be	chalf of the abov	e foreign princ	ipal.
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	the activities of	on behalf of the abo	ove foreign princ	ipal include polit	ical activitie	s as defined in S	Section 1(0) of t	he Act and in
						•		
If ye	s, describe all	such political activ	ities indicating,	among other thin	gs, the relation	ons, interests or	policies to be in	ifluenced
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		States governmen on global security		VIRO-DPMNE SU	oport for rec	ent security ste	ps and its error	ts to support
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		•		EXECUTION	1	•	•	
In acco	ordance with 2	8 U.S.C. § 1746, th	e undersigned sv	wears or affirms	ınder penaltı	y of perjury that	he/she has read	the
inform	ation set forth	in this Exhibit B to intirety true and acc	the registration	statement and the	at he/she is f	amiliar with the	contents thereo	f and that such
COHICH	is are in meire	minery true and act	Juraic to the oest	, or machet know.	ougo ana oc			
Date of	Exhibit B	Name and Title			Signature	7	P	<del>/</del> /
11	111	Dennis K. Burke	Partner and Ge	neral Counsel		James !	45.	/
1/10	7/16				1	wilned	JUN	
inv agency	or official of the G	is defined in Section I(o) overnment of the United	States or any section of	of the public within the	United States w	ith reference to form	ulating, adopting, or	changing the
iomestic or party.	foreign policies of	the United States or with	reference to the polit	ical or public interests	policies, or rela	tions of a governmen	t of a foreign country	or a foreign political



**⊕GSIS** 

Secretary General VMRO-DPMNE

Dear Mr. Secretary General

Pursuant to our conversations and ongoing engagement, this letter ("Agreement") documents the terms of the relationship between Global Security & Innovative Strategies, L.L.C., ("GSIS"), and VMRO-DPMNE, (together, with GSIS, the "Parties") for consulting services to be performed by GSIS with regard to VMRO-DPMNE, a Macedonian political party. This Agreement applies to consultations conducted by GSIS on behalf of VMRO-DPMNE beginning upon Execution.

Scope and Purpose. GSIS will advise and consult VMRO-DPMNE, its leader, Members of Parliament and cabinet on government relations strategy. GSIS will engage the U.S. Government, the E.U. and other partner nations to describe VMRO-DPMNE's commitment to open government, effective leadership and sound management practices. It will support the communications efforts of the Party and its leadership and will provide counsel on strategic issues relevant to the leadership of the Republic of Macedonia

Payment and Expenses. VMRO-DPMNE hereby agrees to pay to GSIS a non-refundable monthly fee of \$35,000.00USD. Reasonable and actual expenses including but not limited to travel, meals, lodging, and administrative expenses will be incurred by VMRO-DPMNE, provided that each expense over \$1000.00 shall be subject to preapproval by VMRO-DPMNE and VMRO-DPMNE shall not be responsible for any such expenses not preapproved. Any fees and reimbursable expenses shall be paid within 45 calendar days of VMRO-DPMNE receiving a GSIS invoice for such fees and expenses. GSIS reserves the right, upon advance written notice, to charge interest on past due amounts at 2.5% per month (or the maximum rate permitted by law if less). VMRO-DPMNE shall pay GSIS' reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts. All reimbursable expenses shall be appropriately documented in reasonable detail by GSIS upon submission of any request for reimbursement.

Independent Contractor. The relationship between GSIS and VMRO-DPMNE is as an independent contractor of VMRO-DPMNE and nothing in this Agreement will be construed to create a joint partnership, joint venture, or employer-employee relationship. Neither party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other party, whether oral or written, without the express written consent of the other party. Each party shall be and remain solely responsible for wages, hours, and all other conditions of employment of its own personnel during the term of this Agreement. Accordingly,

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## GSIS.

GSIS shall be responsible for payment of all taxes arising out of its duties, activities and compensation under this Agreement, including, without limitation, federal, state and local taxes.

Representations, Warranties and Covenants of the Parties. VMRO-DPMNE and GSIS each severally represents, warrants and covenants, respectively, that:

- (a) it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with it undertaking a relationship with the other Party;
- (b) the performance of all of the terms of this Agreement does not and will not breach any agreement or obligation of any kind made prior to entering into this Agreement;
- (c) the performance of all the terms of this Agreement do not and will not violate any applicable law, rule or regulation, including but not limited to any relevant secrecy law, privacy rights, ITAR, anti-spam regulations, embargo and export law, or any proprietary or other right of any third party; and
- (d) it has not and will not enter into any agreement (whether oral or written) in conflict with this Agreement.

Moreover, GSIS represents and warrants that: (a) the Services will be provided by GSIS personnel having the appropriate level skills and training; and (b) GSIS will perform all Services on time and in a professional and workmanlike manner.

Confidential Information. As used herein, "Confidential Information" means all information concerning either Party or their affiliates or any of their respective businesses, assets, products, services, employees, suppliers or customers (including students), or of any third party in the possession of such Party or any of its affiliates, that is designated by such Party or any of its affiliates in writing as confidential or proprietary or that is customarily or legally required to be protected from public disclosure or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be treated as confidential or proprietary. Notwithstanding the foregoing, information will not be considered to be Confidential Information if the receiving Party can reasonably demonstrate that such information (i) is already, or otherwise becomes, publicly known through no act or omission of such Party or any of its representatives; (ii) is lawfully received by such Party from a third party having the right to disseminate the information without restriction on disclosure; (iii) is independently developed by such Party without use of or reliance on Confidential Information; or (iv) that is already in the possession of such Party before receipt from the other Party, provided however the fact that the individual elements of the disclosing Party's Confidential Information may be in the public domain shall not relieve the receiving Party of its obligations hereunder unless a specific combination or combinations of elements as disclosed in such information is available to the public.

During the Term and for so long as such information remains Confidential Information, the receiving Party shall (i) use and reproduce Confidential Information of the other Party only as

## @GSIS.

permitted under this Agreement or as needed to perform its duties hereunder; (ii) not disclose to any third party, or otherwise permit any third party to have access to, Confidential Information without the other Party's prior written consent, (iii) use at least the same degree of care to protect Confidential Information from unauthorized use and disclosure as it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, and (iv) transmit the Confidential Information only to its officers, directors, employees, agents and/or independent contractors/subcontractors who have a specific need to know the Confidential Information for such purposes and who have obligated themselves to hold such Confidential Information in confidence and otherwise agree to be bound by and comply with the terms and provisions of this Agreement to the same extent as if a signatory hereto. Notwithstanding any other provision of this Agreement, the receiving Party may disclose Confidential Information to the extent compelled or required to do so by law or legal process, provided that such Party (i) gives the other Party prompt written notice of an impending disclosure and (ii) if requested by the other Party, provides reasonable assistance to the other Party (at the other Party's expense) in opposing or limiting the compelled or required disclosure. Each Party agrees to return or destroy all Confidential Information provided by the other Party upon written request by the other Party. The provisions of this paragraph shall survive the termination of this Agreement.

Mutual Indemnity. Each party shall indemnify and hold harmless the other, including its respective parent, subsidiaries and all of their respective employees, officers, directors, proprietors, partners, representatives, shareholders, agents and attorneys, against all claims, liabilities, costs, damages, losses, lost profits, reasonable attorneys' fees and other fees and expenses to the extent proximately caused by the negligence or willful acts or willful omissions of the indemnifying party, its directors, officers, managers, employees, contractors, agents and representatives arising out of or related to the performance of the terms of this Agreement or any bodily injury or death of any person or damage to tangible personal property occurring at such location in connection with the performance under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Governmental Compliance and Employee Restrictions. In connection with this Agreement, GSIS will take action to comply, and VMRO-DPMNE will not take action to cause GSIS or request GSIS not to comply, with any applicable United States post-employment restrictions on former governmental employees. GSIS hereby notifies VMRO-DPMNE that the following individuals are subject to such post-employment restrictions: Mark Sullivan, David Aguilar, Noah Kroloff, and Paul Benda.

Anti-Corruption Laws. Each party represents and warrants and covenants that, in connection with this Agreement, neither party nor its affiliates nor any director, officer, agent, employee or other person associated with or acting on behalf of such party or its affiliates, in connection with the Services and Work Product furnished under this Agreement or the performance of this Agreement, (i) has used or will use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) has made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; (iii) has violated or is in violation of any provision of any Anti-Corruption Laws; or (iv) has made or will make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. "Anti-

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Corruption Laws" means the United States Foreign Corrupt Practices Act and the UK Bribery Act 2010 and any other similar laws.

United States Export Control Laws. VMRO-DPMNE represents and warrants that no services or deliverables furnished under this Agreement will be exported from the United States except in compliance with (1) all applicable U.S. export and re-export laws and regulations, including, the Export Administration Act of 1979, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Arms Export Control Act, and their respective regulations, including but not limited to: the Export Administration Regulations, the Office of Foreign Asset Control Regulations and the International Traffic in Arms Regulations (collectively, these laws and regulations are referred to as "U.S. Export Control Laws"), and (2) all other U.S. or non-U.S. Export Control Laws governing the conduct of the parties under this Agreement.

Compliance with Other United States Laws. VMRO-DPMNE represents and warrants that, (i) neither VMRO-DPMNE nor its affiliates are currently subject to any sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury or any other United States governmental entity and no action, claim, suit or proceeding by or before any U.S. governmental entity involving VMRO-DPMNE or any of its subsidiaries with respect to any such sanctions is pending or threatened, and (ii) no services or deliverables furnished under this Agreement will be used or transferred to any person currently subject to any sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury or any other United States governmental entity.

<u>Term of Agreement</u>: The term of this Agreement shall begin on December 1, 2015, and end on April 30, 2016.

Termination for Convenience. Either party may terminate this Agreement at any time, for any reason or no reason, upon at least fifteen (15) days written notice to the other party, whereupon the parties shall be released from all further obligations under this Agreement except for those that expressly survive its termination. Upon the expiration or earlier termination of this Agreement for any reason: (i) GSIS will promptly deliver to VMRO-DPMNE all GSIS Work Product, including all work in progress or any Work Product not previously delivered; (ii) each receiving party will promptly deliver to the other party all Confidential Information it has received and which remains in such receiving party's possession or control; and (iii) VMRO-DPMNE will pay GSIS all accrued but unpaid fees and reimbursable expenses due and payable to GSIS. Should this Agreement be terminated before the end of a calendar month, the fee due and payable to GSIS shall be prorated in accordance with the days elapsed prior to the date of termination in that month.

<u>Expenses</u>. Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

David Aguilas V. pany of

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Assignment. GSIS shall not assign or subcontract this Agreement without the prior written consent of VMRO-DPMNE with the exception that GSIS shall hire a subcontractor to assist with the information technology and hygiene check portion of this Agreement due to the special equipment required for task execution. GSIS shall be responsible for all costs incurred by the subcontractor except for travel costs which will be billed to VMRO-DPMNE at cost with no mark-up and adhere to VMRO-DPMNE travel policies. GSIS shall be responsible for the compliance of its subcontractors with the terms of this Agreement including, without limitation, all and confidentiality obligations.

Notice. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with this Agreement ("Notifications") shall be in writing. Such Notifications shall be deemed properly made (a) when received if delivered personally, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (d) within five (5) days after deposit with a nationally recognized express delivery service, in each case when transmitted to a Party at the following address or location:

#### If to VMRO-DPMNE:

the address indicated on the execution page

#### If to GSIS:

the address indicated on the execution page

Each Party may send any Notifications to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Each Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other notice in the manner herein set forth.

Governing Law. This Agreement and any dispute arising under or in connection with this Agreement, including but not limited to any action in contract or tort, shall be governed by the

laws of the State of Arizona, without regard to its conflict of laws principles. If any proceeding is brought for enforcement, interpretation, modification or termination of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in that proceeding, in addition to any other costs or relief to which it may be entitled.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner

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## **GSIS**

consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced to the maximum extent possible given the intent of the parties hereto.

Entire Agreement. This Agreement supersedes all prior oral and written representations, communications and agreements between the Parties and constitutes the entire understanding of the parties regarding the subject matter of this Agreement. This Agreement may be changed, modified or amended from time to time only by written agreement of both Parties executed by their authorized representatives. This Agreement may be executed in one or more counterparts and may be executed by original or facsimile signature, all of which taken together shall constitute one and the same original Agreement between the parties.

Signatures. This Agreement and any written notice, consent, agreement or document provided for in this Agreement shall be deemed signed and/or bearing the original signature of a given person, if such person's name and/or adopted signature is placed by such person on the document whether by manual signature, electronic transmission or facsimile transmission by the person. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission or a scanned image of the original signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

<u>Counterparts</u>. This Agreement and any documents pursuant hereto may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties by their authorized representatives have executed this Agreement on the dates provided below.

VMRO-DPMNE

By: CMIL DIMITRICY

Its: SECRETARY GENERAL

Dated: O1, 12,2015

Address:

Macedonia 17-a street 1000 Skopje

Global Security & Innovative Strategies, L.L.C.,

By: <u>Lavid V. Hyvilar</u>

Its: / RIWCI pp / Dated: /2/2///5

Address:

1401 H Street NW, Suite 875 Washington, D.C. 20005